

Danielle P. Gordon, Pro Se
Surviving Spouse of Jon S. Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122
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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re :	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al., :	
Debtors :	08-13555(SCC)
:	(Jointly Administered)
-----X	

Response to Motion to Disallow and Expunge (Doc. 53260) Filed 08/30/16:
Brief In Support of Motion to Allow Administrative Claim Instantly Or Partial Transfer
and Amendment of Existing Claim 15989, Loan File Number 45268737 (or entry effecting
the same result)

Preliminary Statement

Danielle Gordon, appearing pro se, was denied due process, and therefore unable to timely represent her interests. Movant hereby explains the circumstances that entitle her to a partial transfer of claim **15989**, with reference to loan file number **45268737**. This represents one residential loan, for a single family home, belonging to the Movant. The loan file is found within a claim which has been listed in a motion to disallow and expunge, (**Doc. 53620, filed 08/30/16**), and was also listed in exhibit "A" (**Doc. 53621, Filed 08/30/16**) supporting the motion. Movant has learned that the trust is part of [SASCO] LXS 2007 8H, Estate, which is a joint debtor in the bankruptcy, although the bar date to file claims has long since passed. This

matter should be given consideration due to the fact that the loan was not identified as such, and did not have any indication of being an asset or a liability of SASCO prior to a foreclosure being completed in January of 2015.

Claim 15989 is held U.S. Bank, the Trustee. The exhibit describes it as *either* an active or unliquidated loan. **It is not an active loan, having been in default and accelerated since 2008**, when first it was attempted to be foreclosed. (The second foreclosure was 2012 and succeeded by default judgment, after appeals.) Loan payments were not made, and no payment has been demanded.

Jurisdiction and Venue

Movant has standing as a claimant. Loan number **(45268737)** is the same loan number which is listed as of record for her home. That number has been used to describe this loan across each different platform. **(45268737)** is listed in the County records, where it is identified as a MERS/Lehman Brothers Bank owned Mortgage under borrower Jon Gordon/Jon S. Gordon. *There is no record of any Private Label Securitization assignment as to loan.*

It is identified as **(45268737)** in the trust prospectus from inception to closure as a trust owned loan. There it states that the originator is Aurora Loan Services.

This court has jurisdiction because the loan file was listed as part of a claim as of September of 2009. The claim **(15989)** was filed by Bank of America (Trustee) within the

SASCO Bankruptcy. That claim was transferred to U.S. Bank as Trustee. Trustee is also transferee of quit claim warranty deed, a result of the foreclosure auction purchase of the servicer, Nationstar Mortgage. (3572 Lytle Road, Shaker Heights, Ohio 44122).

Jon S. Gordon passed away on May 23, 2009. Movant, is Danielle Pauer Gordon, his surviving spouse, appearing pro se.

Movant is a Creditor of this Estate, who did not Receive Notice

A known creditor is one whose identity is either known or reasonably ascertainable by the debtor; a creditor's identity is reasonably ascertainable if that creditor can be identified through reasonably diligent efforts.

There is a litigation history in the Cuyahoga County Court of Common Pleas, and the record is available to review online. The Case numbers are:

GORDON DANIELLE PAUER	3572 LYTLE ROAD	DEFENDANT <u>CV-08-676071</u>	AURORA LOAN SERVICES LLC v JON S. GORDON, ET AL AURORA LOAN SERVICES LLC v JON
GORDON DANIELLE	3572 LYTLE ROAD	DEFENDANT <u>CV-08-646210</u>	GORDON AKA JON S. GORDON ET.AL. AURORA LOAN SERVICES LLC v JON
GORDON DANIELLE	4212 WHITMAN AVENUE	DEFENDANT <u>CV-08-646210</u>	GORDON AKA JON S. GORDON ET.AL.
GORDON DANIELLE	3572 LYTLE ROAD	DEFENDANT <u>CV-07-644884</u>	AURORA LOAN SERVICES v JON GORDON ETAL AURORA LOAN SERVICES LLC v JON
GORDON DANIELLE	PO BOX 33699	DEFENDANT <u>CV-08-677322</u>	GORDON AKA JON S. GORDON ETAL AURORA LOAN SERVICES LLC v JON
GORDON DANIELLE	3572 LYTLE ROAD	DEFENDANT <u>CV-08-677322</u>	GORDON AKA JON S. GORDON ETAL
GORDON DANIELLE P	3572 LYTLE ROAD	PLAINTIFF <u>CV-10-716493</u>	DANIELLE P. GORDON v LEHMAN BROTHERS BANK, FSB, ET AL

GORDON
DANIELLE
POWER

3572 LYTLE RD DEFENDANT CV-12-773416

AURORA BANK FSB v DANIELLE
POWER GORDON ETAL

Movant should have received notice as a known creditor, because she is listed in the debtors' schedule with a loan secured by the property. (45268737)

She also filed suit against Debtors, and dismissed without prejudice in 2010. The lawsuit was for fraud and recession of the mortgage. (45268737)

Movant filed a complaint in Ohio Attorney General's office in 2009.

The Debtors gave no response directly to Mrs. Gordon. The complaint demanded the complete refund of payments, interest, and satisfaction of mortgage, (45268737) and assurance no cloud would remain on the title. It was based on violations of Ohio and Federal laws, including predatory lending, fraud, filing a lawsuit without a license, and unlicensed mortgage lending .

Debtor Liability – The Covered Loans

The current holder, of the claim is U.S. Bank (Indenture Trustee).

The claims are contractual, based upon a repurchase provision for certain loans. While this loan is listed and covered, that does not mean to imply movant derives her own rights through the benefit of that bargain. Although she is not ruling that implication out, either.

According to the footnote on Page 11 of the motion:

(Doc. 53260, filed 08/30/16)

“ Purchase Price: With respect to the repurchase of a Mortgage Loan pursuant to this Agreement, an amount equal to the sum of (a) 100% of the unpaid principal balance of such Mortgage Loan, (b) accrued interest thereon at the Mortgage Rate, from the date as to which interest was last paid to (but not including) the Due Date

immediately preceding the related Distribution Date, (c) any unreimbursed Servicing Advances with respect to such Mortgage Loan and (d) any costs and damages incurred by the Trust Fund in connection with any violation by such Mortgage Loan of any predatory- or abusive-lending law. The Master Servicer or the applicable Servicer (or the Trustee, if applicable) shall be reimbursed from the Purchase Price for any Mortgage Loan or related REO Property for any Advances made with respect to such Mortgage Loan that are reimbursable to the Master Servicer or such Servicer under this Agreement or the applicable Servicing Agreement, as well as any unreimbursed Servicing Advances and accrued and unpaid Master Servicing Fees or Servicing Fees, as applicable."

This demonstrates that the Debtors estate is **liable** for the repurchase cost of the listed mortgage loan. If it is disallowed, the loan will not be an allowed claim, since the claim will be expunged. If the claim is disallowed it will cause the claim to be abandoned to the Trustee. This would result in a windfall benefit to the trustee, currently in possession of a quit-claim deed to the Movants property, by virtue of the foreclosure. There are no provisions outlined to protect the homeowner.

This loan, is found within a trust which is complicated by three separate swap transactions, a reverse waterfall feature and other contractual rights, or liabilities, and which was listed as a REMIC for one year.

It changed indenture trustees several times. It is also convoluted by Trustee receiverships. SASCO is also a debtor within this case, and is or was listed as part of certain securities lawsuits.

The original trustee to file a claim was The Bank of America. (or the last claim which survived claim eliminations) due to duplicative filings. Although the loan (45268737) had been

in default and accelerated since 2008, the trustee continued to include it within the trust and it clearly remains a constant in the reports issued by U.S. Bank in its charts and spreadsheets.

The relationship of the trust to the loan (45268737) can only be ascertained by someone with access to the mortgage and the trust. The trust data contains descriptors which are not correct. For example, this loan is described as a cash out refinance, and the file address is a single family home. The home was purchased in 1998. The trust describes it as a purchase money loan for a low-rise condo. Likewise, there is no reference in the mortgage to the trust. (see attached excerpts)

Debtor Liability

In a recent letter, made available to the public, at:

www.warren.senate.gov/files/documents/2016-9-15_Referral_DOJ_IG_letter.pdf, Senator Elizabeth Warren, acting in her role as Ranking minority Member of the Subcommittee on Economic Policy asked the Department of Justice to comment on the dearth of actions in response to the FCIC's referrals arising from its report in 2011. This FCIC information has only been available to the general public since March of 2016. Ms. Warren's Staff has made a thorough review of the voluminous (albeit redacted record), according to her report. As one of her findings, she states that the FCIC referred Lehman along with other companies, as early as the first report that was issued in 2010.

“1. Potential Fraud: False and Misleading Representations of Loan Underwriting Standards by UBS and Other Issuers.” *(page 3 of report) Under the Legal Standard:*
Violation of Securities Act of 1933 and the Securities Exchange Act of Lehman Loan Underwriting Standards 1934; Mail or Wire Fraud *(illustrative chart/table within report)*

The fact that a lender reduced underwriting standards, and did so in a manner or extent rising to a criminal reference is not only of interest to the investor. It is also evidentiary in demonstrating harm to the borrower, and a non-signing spouse. Failsafes within an institutional system were reduced or ignored, and but for those they would not have suffered the loss of their home. *Had the bank maintained the published safe standard, this loan (all of the loans in this situation) would have been rejected. The property would not be at risk of foreclosure by this bank, or at the epicenter of a securities case, complicating foreclosure litigation. It would not have been litigated in both a Bankruptcy, and a foreclosure case at the same time, under two different descriptions.*

The Movant's File Specifically (45268737)

According to the County Court records as of January 2015, the Servicer purchased the house, using a credit bid. Nationstar filed a fraudulent 1099-A. It was filed against a fictitious "Estate of Jon Gordon", using the personal social security number. (Exhibit - 1099-A Nationstar) The house was then titled to the Trustee. However, Nationstar was never a titled owner. As things stand today, the Trustee is about to have a claim denied as to the repurchase of a loan for which it had no legitimate claim. If that happens, the trustee will then be free to sell Movants house, and retain the profit from the sale. Or to dispose of the title as it chooses.

According to the prospectus characteristics of this specific loan, the beneficiary was the debtor. The loan was in a group that only returned interest payments for a short time. It did not include anything else. It was not sold outside of the trust. Those characteristics are that it is an

interest only, balloon payment loan, with a no-ratio borrower, and adjustable rate. (According to the supplement there are no such loans in the trust). Those loans were not offered for sale. They were held due to high risk and a significant investment in credit enhancements to ensure the trust was not undercollateralized.

Who is the rightful beneficiary of repurchase rights, when the basis of the repurchase demand is due to predatory lending? Surely not the lender, or securitizer, or any agent - for then it would be a beneficiary of its own fraud. That would be an absurd result, and it violates public policy. It is the essence of moral hazard.

The mortgage was unconscionable

The only written agreement with the borrower of the loan is the mortgage, and note, but that does not give any indication of filing with the SEC. It does not explain securitization.

The mortgage does not disclose binding the loan into other restrictive covenants or use of the note and mortgage, and mortgage servicing rights as collateral for additional securitizations. The true agreement should have disclosed the fact that the mortgage would prevent reasonable and customary negotiations between borrowers and servicers, or the lenders. It does not clarify that in the event of a default communication with borrowers will be limited to a self serving servicer, whose interests are counter to the interests of the borrower. Or even that a default would be preferred over any other outcome. The default provisions were self serving. It does not explain the real value of the mortgage/note is many, many times the face value after it is sold and resold. It should disclose that insurance products are guaranteed to repay it in the event of a default. Failing to puts the non-labile surviving spouse at an unfair disadvantage.

This (45268737) was not a customary mortgage, and it should have disclosed the true contractual terms. It was deceptive. It violated the statute of frauds, in being so deceptive. The real contract was not in any writing signed by the borrower. The mortgage signed by the borrower claimed to be "standard", but omitted so much that it was unconscionable, unfair and deceptive. This was a practice that was common to many if not all loans in securitized vehicles, in private trusts. It was an unfair and deceptive act, and it was a practice. This was the foundation of the case in the foreclosure of Movant's home. Movant was essentially accused of breaching a contract she had never read, never signed, and could not have understood without specialized training.

The mortgage by virtue of the circumstances, personal to Movant was, in this case, deceptive, abusive, illegal, and predatory. The note was not per se, a negotiable instrument, but was presented to the court as though it were. The note, a balloon, interest only, 30 year, high cost loan which was at face value over 100% of the value of the home, contained terms which were illegal, may have been usurious. The loan itself was predatory by the definition, circumstances, and its features. It is an illegal contract, contains an illegal notarization, an unauthorized signature and the mortgage should have been rendered void. It was illegal to attempt to collect it, or foreclose it.

The mortgage is defective

Movant has addressed the issues regarding the defects in the mortgage as it was presented within the foreclosure case. The obvious fact that her name is misspelled. She has always maintained that she did not sign this document, and did not authorize anyone else to sign. It is also notarized. It is not possible for a notary to have checked identification and verified that

spelling of Mrs. Gordon's name. A review of her other signatures on file show that she *never* signed using the written out version of her middle name thus the mortgage in this case is an outlier. The Plaintiff did not at any point defend this issue, or attempt to bring evidence to support the notarization.

The mortgage is an outlier for other reasons, too. It was not witnessed, and there is no indication of any local escrow or title agent on the recorded document. The mortgage was *not* dated the same date as the note. Nothing about this mortgage is authentic.

There have been at least three different versions of copies of the original note presented in court. Movant raised the issue of inconsistent notes, based on the sequence of the notes, and number of endorsements in the later filed case. There were more in the first case than the second case. (Aurora Loan Services endorsement had been deleted, although it was present in the 2008 foreclosure case.) Now, it is obvious that only a note with an endorsement per the terms of trust is authentic, and all notes were fraudulent exhibits.

This mortgage did not place the borrower in a better position than he was before he got the loan. It was a calamity.

Vicarious Liability

The attorneys, and plaintiffs, servicers, did not admit to their complicity in this obvious fraud, as they allowed Mrs. Gordon to spend money which deprived her of day to day needs, because she had to defend the foreclosures. Movant suffered years of anxiety worried that she would be evicted from her home. She was humiliated by the stigma of foreclosure. Movant was

no longer able to attend community meetings, or join the local association, and felt ashamed to go to the annual block party. The loss of social connections was isolating and debilitating.

Movant has become the focus of a cyber stalker, who keeps track of all of the activity in her case, and is relentless about contacting her after each one. The stalking behavior has spread to another family member as well. This is yet another horrific consequence of being the defendant in a case.

Aurora Loan Services

Aurora as originator. Unlicensed in Ohio. Mortgage(45268737) and loan are described briefly above.

Aurora as servicer. Did not admit to being the originator, unlicensed in Ohio when foreclosure was filed. No capacity to sue. Part of each swap transaction; obviously had knowledge of trust status of loan. Failed to disclose same.

Claimed to be holder of note and mortgage. Said it was holder in due course.

Did not give homeowner the same degree or information in which to make an informed decision about the contract, which was found in the trust, as the other parties to that trust, or the investors who purchased shares of the trust. Ultimately, however, the trust controlled when it had mortgage related provisions, instead of the mortgage, which was not as detailed.

Aurora Loans was part of a national settlement because of its improper mortgage servicing practices. Movant received \$600.00 as her share of the settlement. Movant did not receive any assistance with foreclosure relief. Aurora Loans agreed to stop committing fraud, when it filed foreclosures. Aurora Loan Services transferred its mortgage servicing rights and stopped filing

foreclosures. One stipulation was that the transferee upholds the agreement in its mortgage servicing consent order.

Aurora Bank FSB
Servicer

Claimed to be holder of note endorsed in blank. In the previous foreclosure case, the blank had been endorsed by Aurora Loans.

In January of 2012, when the foreclosure was refiled, Aurora Bank was awaiting approval of the charter that would allow it to become Aurora Bank FSB (a Federal Savings Association.) Until the point when its charter was approved as recorded in March of 2012, in the Ohio Secretary of States' office. Aurora Bank FSB closed in 2013. Being closed did not stop Aurora Bank from ordering a writ of possession on Movant's home. It did not stop Aurora Bank from filing a number of pleadings long after it ceased to be a going concern or a Plaintiff in the case. In 2012 foreclosure, intentional misrepresentation and omission of the facts. Nationstar eventually admitted the name of the trust owner of the loan, but not until the case was over and not to the Court, to the CFPB. This did not alter the outcome of the foreclosure. Aurora Bank, FSB should also have disclosed the information, as should all other parties.

Aurora Commercial Corp.

Supposedly Master Servicer. The letter accompanying the check from Rust Consulting stated that Aurora Commercial Corp. is the Master Servicer of this loan. It also stated that as a surviving spouse, Movant could contact this company for additional information regarding the loan, by reaching the Rust Website. The Rust Website contained a link to the Aurora Commercial Corporation Website. The Aurora Commercial Corporation Website redirected to Nationstar. Nationstar would not give Movant any information because she had not opened an

Estate.

Nationstar Mortgage LLC

Fraud, Servicing fraud, TCPA, etc.

Filed 1099-A claiming to be Lender. Was not listed on copy of any version of note or mortgage as lender. Did not respond to qualified written request with disclosure. Identity theft; taxed a non-existent party. The 1099-A was grossly inflated, and should be revised. It did not comply with the IRS guidelines. Taxed party who was not listed as owner of home, and used incorrect social security number for an estate. Possible intention to file deficiency claim against estate. (Exhibit - Nationstar 1099-A, Exhibit – Nationstar Q.W.R., Exhibit – Response to Q.W.R.)

Aurora Bank transferred rights to Nationstar. In 2012 foreclosure, intentional misrepresentation and omission of the facts. Nationstar eventually admitted the name of the trust owner of the loan, but not until the case was over and not to the Court. This did not alter the outcome of the foreclosure. Aurora Bank, FSB should also have disclosed the information, as should the other parties. Disclosure of a material fact, that was omitted, should be made to the Court, not in the CFPB Portal, an agency that does not intervene in ongoing litigation. (CFPB does not even read responses –they only note if there is a response and whether or not it is within a designated time frame.) (Exhibit – Welcome Letter Series)

Per the “Welcome Letter Series” (See Exhibit), Aurora Loans transferred the servicing to Nationstar, in July of 2012, on behalf of the LXS 2007 8H Trust, and it also states that the Trustee is U.S. Bank National Association. This was not disclosed to the Court at all, is not recorded, and Movant did not receive the documents until summer of 2015. Long after the

property was sold. It is not certain which transfer was effective or if either transfer was effective. In addition, Aurora Loans would not have been authorized to use the obsolete post office box notice address found in the welcome letter series, due to the fact that they had already been put on notice to communicate to Movant at the residence, so the letters are problematic. They are also marked as raise a question of authenticity, since they have been red stamped "Internet reprint" and "reconstructed document".

Nationstar violated Movants right to a qualified written request, by failing to acknowledge in a timely manner, failing to answer the request, and when it did finally answer, failing to answer the request or to investigate the errors within the request, as boilerplate in responses always denied that the error existed, even when it contradicted that denial with supplemental documents. Nationstar often took more than 6 months to submit the supplemental documents, and by doing so, withheld information which would have altered the outcome of the case. The documents that it supplemented with should have been submitted to the Court, but never were, and were always timed as to be too late for admission. It also did not respond to a request demanding it to explain the intentional delay in making information available. Nationstar harrassed Movant to open an Estate, and dispensed legal advice, with no license to practice law in Ohio, by non-attorney customer service representatives located in Texas. Letters included the phrase "you have the right.." One letter included an analysis of Ohio Dower law, but cited only part of the statute. (The letter was purportedly addressed to Movant's attorney, however, was filed in the CFPB portal, so only Movant could retrieve it.) Telephone coversations were advisory toward opening estate. There was no indication of motivation, or benefit to Movant in following this course. Even if sound, the tone of the relationship caused

advice to be met with distrust. Nationstar refused to acknowledge rights of a surviving spouse, despite Ohio law to the contrary. Nationstar proceeded to foreclose nevertheless, without joining the estate. Even after the foreclosure ended, this pressure to open the estate was maintained for another full year. Nationstar claimed that it was not obligated to uphold the consent order in a SEC filing to its shareholders. It did not uphold the consent order.

Nationstar violated the TCPA, despite receiving at least three letters, cc'd to Plaintiff's attorney. One letter was filed in court as an exhibit with a telephone log. No less than 30 calls were received after the letters were received, extending two months after the last letter. Since according to Nationstar's own written letters, Movant was not its customer these calls represent serious violations of the act. The calls were all automated messages to which came to her cell phone. The TCPA is, similar FDCPA, and if found to be in violation, the offender is charged in order to stop a behavior which is serious and harmful to a number of people. It is also an exemplary fine, however, often much higher than actual damages. Nationstar does not list Movant as a customer. Mr. Gordon's telephone number is not in its records, because it does not have any account information prior to a default. Nationstar would not communicate with Movant, but harassed her with robo-calls. That is a TCPA violation. That violation amounts to a minimum of \$45,000. (\$1,500/call x 30).

Nationstar is a bottom feeder.

U.S. Bank National Association, Trustee

Intentional Omission of information, failed to respond to qwr in 2015, with adequate information. In 2012 foreclosure, and omission of the facts. U.S. Bank did not inform movant

about the SASCO claim, was not a party to the foreclosure case, and in fact, in the Sheriffs deed, named a trust that does not exist.

U.S. Bank refers all communication to the servicer, and states decisions and liability are the servicers. U.S. Bank states that it has no control. Nationstar says the same thing about U.S. Bank.

Danielle Gordon is entitled to this claim

Possessory interest since 1998

Residence

3572 Lytle Road, Shaker Heights, Ohio, 44122

– Permanent Parcel No. 736-29-013-

Deed in fee simple

Claim through Marriage to owner of record on Deed;

Deed is Warranty in Fee Simple, With Right of Survivorship

Deed Held by Jon S. Gordon

Owner of this deed by virtue of intestate succession.

Not in dispute.

Ohio Revised Code 2329.66 Bankruptcy and/or Ohio commonlaw exemption

Movant is entitled to retain the residential home based on Bankruptcy or commonlaw, Exemptions (Ohio Revised Code, 2329.66)

Intestate Succession of Surviving Spouse

The interest due a Surviving Spouse, through intestate succession. (death certificate copy enclosed) **(See Exhibit –Death Certificate)**

Holder of note which has superior priority to the debtors Property
is the collateral for the note.

Secured claim (?) (including setoff)

The setoff is \$132,000.00

(per Ohio revised code 2329.66) (Ohio Homestead Exemption)

Nationstar Purchased the house for \$66,00.00 and transferred it to U.S. Bank, trustee).

Unsecured Claims

– First Lien Secured Note against property

Face value is 130,000. Ohio City Property Mgmt. Note 135,000.00

x yrs. x % = .

Legal fees: Second Foreclosure Case, 2012 not include pro se hours)	25,000.00 (does
Legal Fees: First foreclosure case, 2008 not include pro se hours,)	7,500.00 (Does
Fees for research, subscriptions, filing, running, and consultations	3,000.00
Fees for Taxes and Insurance: -	4,000.00
Fees for property preservation: (since 2015), \$50 x 19	950.00 Repair
on Boiler.....	1,300.00

Damages

The relief movant seeks as to damages, represents the sum of the two boxes from Nationstar's 1099-A, multiplied x four. This was arrived at by adding Box 2, *Balance of Principal Outstanding*, which was inflated because nothing was reduced from the purchase price, face value of the note should have been reduced by \$66,600 : **(\$249,999.05)** And Box 4, *Fair Market Value of Property*, **(\$414,358.60)**, the property was purchased by Nationstar for a \$66,600 after having been given a FMV of \$100,000. It is valued by the Auditor at \$145,000. Nationstar has been attempting to sell the property for between \$63,000 and \$140,000 since purchasing with no success. It is also representative of the fraud within the entire case; it is taxed to a party who was not joined in the case, (one that does not exist), it is identity theft, and it is a benefit claimed by a party not entitled to it. It represents another out of pocket expense to Movant, to attempt to unwind it, and it was calculated as such.

Proposed Damages	\$2,657,430.06
Other relief	Release of mortgage/note or transfer of claim

Irreparable Harm will result if relief is denied; has already resulted

This was the second of three loans which Aurora and a mortgage broker arranged for Mr. Gordon. These represented the cash out equity in all of the property that we owned. Since Ohio is a dower state, both before and after his death, it caused the movant to suffer the consequences of numerous foreclosure cases, all for loans that she did not have anything to do with. (Due to a number of them being dismissed and refiled repeatedly, and relisted on the docket differently). Under Mr. Gordon's name it may be closer to 15 different cases, due to some being listed as corporate owned property, or having been sued in the name of the company. All of the cases except the residential home which she has defended resulted in default judgments.

Danielle Gordon did not appear on the record title of any of the property that was foreclosed, but she was named as a defendant in each case. This caused loss of credibility when she was attempting to defend the foreclosure of her residential home. Loan (45268737) It is also, and more to the point, a true testament to the predatory loan industry that Mr. Gordon was able to get loan after loan from the same lender. He was afraid that his company was on the brink of insolvency at the time, essentially, but had a great deal of equity in the real estate. Mr. Gordon was diagnosed with stage III metastatic (recurrent) cancer in August of 2006, and had convinced himself it was a death sentence. He also suffered from rapid cycling bipolar disorder, which was not well controlled after his chemotherapy from the initial cancer diagnosis. The combination, of these stressors created a mental state which was at times paranoid. He refused a surgical option and opted for palliative care. It is possible undetected tumor had invaded his brain, it is not been definitively interpreted, one PET scan indicates this possibility. Tumor was soon found in two

distal points in the front orbital area and in the medulla. (The primary tumor was in the left brachia).

It is clear that he was not making rational decisions, and Movant also suspects that he was manipulated by someone who fostered the paranoia. This is not an attempt to excuse whatever did happen, since it is obvious that Mr. Gordon played a large role in creating the situation. But it does explain his uncharacteristic behavior. Which is also why Movant is so interested in finding the ultimate recipient of the funds from the loans. He did not retain the funds. He may have just given them away to a person intent on committing fraud against him and the debtors. He did not use the funds to finance his living arrangements in New York. Mr. Gordon had other financial resources at his disposal, namely, a trust which he inherited from his mother. He cashed in several IRA's that he owned, and used credit cards. He had COBRA health insurance for one year, and then became eligible for other coverage due to his diagnosis.

Focus is on Movant's Residence

Although her home has been removed from active sale listings, she has the unsettling assurance of the broker who is listing agent that "it will be sold one way or another". This indicates that the involuntary sale is planned to go through, and the eviction will move forward, but has been temporarily postponed.

Potentially Secured portion of claim, alternately, the aspect to which setoff applies

Is a debt owed within this case? Did the Bankruptcy violate notice requirements or was it res judicata to the State Court action?

If it is valid, and a debt remains, the setoff should be applied.

Was the State Court Res Judicata? Did it violate the automatic Stay?

If the State Court case was not void for the reasons in Movants objections, or reasons

which arise from conflicts of the identification of the loan, then it may be that a debt is owed and as such a setoff should be considered.

Nationstar Purchased the house for \$66,00.00 (two thirds of the value that County appraisers found) and transferred it to U.S. Bank, trustee. No cash was transferred in the purchase, a receipt was given. The final judgment was for \$250,000.

There was no analysis of the the exemption either before or after liens against the property were marshalled and foreclosed. All liens against the property were not considered in the judgment, as it is not customary to do so in an Ohio foreclosure. However, if the exemption were analysed, the house would be under water.

Ohio's Exemption (R.C. 2329.66) is also the Federal Bankruptcy exemption which applies for State residents. However, Ohio has an additional provision in the Statute which allows the rule to apply out of Bankruptcy as well, and thus it is available to all Ohioans. A Bankruptcy case is not required in order to claim the exemption. There are certain issues which may determine the allowance of the exemption; whether or not the lien was voluntary, whether or not the lien is capable of being satisfied by the sale of the collateral if a first lien, whether or not lien is purchase money, and the extent of the equity in property. Movant believes that the rules favor her with regard to this, as the exemption is to be applied liberally, and in favor of the homeowner claiming the exemption. It is also important to note that one does not need to be listed or named on a title to property to claim the exemption, but does need to prove residency and a right to the home in controversy.

Legal Standards in Support of Motion

Some legal standards which may support this Motion are below. Movant is not an attorney, and has no experience with complex law such as this. Movant attempted to find these standards as best she could but admits they may be deficient, just as the form and substance of the entire motion is in all likelihood defective. Movant asks the Court to allow leeway due to the situation, and the short deadline. There was no way to find representation in this matter, as Movant cannot afford an attorney.

§ 501(c) (debtor or trustee may file proof of claim if creditor does not file timely)

If the Debtor or Trustee filed a claim on the Creditor's behalf, there was no prior notice, and it was not available to all of the parties in interest to review prior to this motion. Therefore, The Trustee, (U.S. Bank) who held the last valid claim as it is known for the loan, and who's claim is poised to be expunged, may have overlooked this requirement. It will not suffer any prejudice if the claim is transferred at this point.

The parties have withheld information from the Cuyahoga County Court, and the Movant. Movant is the owner of the collateral for the loan file making up this claim. She was entitled to notice, but did not receive any while the other parties engaged her in a foreclosure even as they used their superior information to gain an unfair advantage or questionable payout in filing the claim. (Nationstar is also a claim holder for RMBS claims).

Amendment of Claim

Amendment of claims. Should be freely permitted, and amendment not creating new or additional claim may be filed after expiration of normal time limits. See *Woburn Assocs. v. Kahn (In re Hemingway Transp., Inc.)*, 954 F.2d 1 (1st Cir. 1992); *In re Unroe*, 937 F.2d 346 (7th Cir. 1991); *In re Donovan Wire & Iron Co.*, 822 F.2d 38 (8th Cir. 1987); *In re International Horizons*,

***Inc.*, 751 F.2d 1213 (11th Cir. 1985); *In re Dietz*, 136 B.R. 459 (Bankr. E.D. Mich. 1992); *In re Walls & All, Inc.*, 127 B.R. 115 (W.D. Pa. 1991).**

Movant is not asking for a new claim to be opened, or to share in any distribution of the general creditors. Movant is not a Shareholder. This application represents strictly the partial transfer of one claim. Granting the motion would result the prevention of an impending eviction, and the closure of years of foreclosure litigation, and in fee ownership of her property. It is the most important thing to her.

"The crucial inquiry is whether the opposing party would be unduly prejudiced by the amendment." *Roberts Farms Inc. v. Bultman (In re Roberts Farms Inc.)*, 980 F.2d 1248, 1251 (9th Cir. 1992); *see also Matter of Alliance Operating Corp.*, 60 F.3d 1174 (5th Cir. 1995) (Changing the type of claim from unsecured to priority sets forth a new claim and is not permitted through amendment of an existing proof of claim.); *In re Brown*, 159 B.R. 710 (Bankr. D.N.J. 1993).

The Claim is unsecured. It would require an amendment to change it to secured. Movant is only asking for an entry that would effect the substance of the request. She is not trying to tell the Court how to accomplish this, if there is any other way.

Alternative – Administrative Claim

An alternate method of considering this application, is to consider it as an untimely proof of claim. Although she did not bring up SASCO within the Attorney General Complaint in 2009, or the lawsuit in 2010, she had no way to have known that it was an interested party. Furthermore, there was a valid claim listed for this mortgage the entire time within the SASCO schedules. It could be considered to relate those as misfiled proofs of claim.(See Exhibit – Attorney General Complaint)

There is at least one precedent for an untimely proof of claim using the misfiled claim justification. That precedent follows the same fact pattern as this case and application of a precedent to apply a filed and dismissed without prejudice lawsuit against Lehman Brothers as a misfiled claim.

Excusable Neglect

Bankruptcy Rule 9006(b)(1) gives the court the discretion to enlarge the time to file claims “where the failure to act was the result of excusable neglect.” *Pioneer Investment Services Company v. Brunswick Associates L.P.*, 507 U.S. 380 (1993), the Supreme Court interpreted “excusable neglect” to be a flexible standard which can include “inadvertence, mistake, or carelessness, as well as by intervening circumstances beyond the party’s control.” However, the Supreme Court also held that the determination “is at bottom an equitable one” and must take into account all relevant circumstances surrounding the party’s omission. *Id.*

[1] the danger of prejudice to the debtor, *In re Enron*, 419 F.3d 115, 121 (2d Cir. 2005).
(emphasis in bold added to distinguish citation)

This Claim, which represents a new claim to this individual filer, should not prejudice the Debtor at all. Information is included as to the party who sold the loan to the purchaser, a mortgage broker; and the loan file is listed within a class of transferor loans which qualify for this treatment, as transferred loans. Therefore, any expenses can be attributed to the responsible party.

[2] the length of the delay and its potential impact on judicial proceedings, (*id.*)

Admittedly, the delay is not in the Applicant’s favor. The Lehman Debtors, however, have had an immense number of complexities, many never before seen, in this case, which have delayed the case. Original bar dates appear to have been changed, or were waived, or have been subject to different deadlines, based on the reason that the filer was late.

It also seems to be possible that the Automatic Stay has been violated in certain situations, although it is not clear if this is one of them.

[3] the reason for the delay, including whether it was within the reasonable control of the movant, and (id)

Aurora Loans did not otherwise indicate that this was a trust owned loan, or was in a securitized trust. Movant had no way to know until about 4 months after she was able to make contact with U.S. Bank in the Trust Department, (February of 2015) and even then, was not able to discern the true name of the trust until email was exchanged with the SEC. The trust named in the Sheriffs deed does not exist in any public record as it is listed. Movant did not receive any notice at all.

[4] whether the movant acted in good faith. (id)

As soon as movant realized where the loan stood in relation to the Debtors Estate, Movant prepared and filed this motion. The preparation of this claim was time consuming as she is unrepresented by Counsel, and has no experience in this complex area of the law. She was during certain times in the State foreclosure, represented by Counsel, but there was never any indication that the loan was owned by SASCO until after the case concluded. Months after the case concluded.

In applying Pioneer, the Second Circuit has adopted what has been characterized as a “hard line” test for determining whether a party’s neglect is excusable. In re Enron, 419 F.3d 115, 121 (2d Cir. 2005).

Aurora Loans, and Aurora Bank are not debtors, and they were the parties claiming ownership of the note and mortgage. Movant had been collecting information, as her main occupation since the first foreclosure. It has been her driving compulsion to find evidence of being wrongfully

foreclosed and to clear the title to her home. She has sent qualified written requests, searched online, and attempted to work with the Mortgage Servicer. Movant immediately notified Aurora Loans when her husband died, to inform them of that, and so that they would be on notice to send correspondence to the residence, rather than the post office box. The reply was the last time she ever got any writing from them until the 2012 foreclosure. It stated that they had received my notice, and that "if appropriate, a follow up response would be sent". **(See Exhibit – Suggestion of Death)**

Danielle Gordon is an entitled claimant who was denied the same benefit that other claim holders now enjoy: a claim and right to defend it based on the proof thereof. She did not receive any notice of her right to file a claim. Until after her home was sold in a foreclosure, Movant did not know the name of the Debtor filing the Bankruptcy, (SASCO), that applied to her mortgage loan. Until she saw the motion this motion refers to, movant was not certain of her right to file a claim in the Bankruptcy. It was logical to infer, as she had, that her loan was owned by a non-filing subsidiary of the debtor.

Summary

Movant did not receive any money or benefit from this loan, or any loan. This loan did not satisfy any pre-existing lien. Movant has no agreement and no contract with any Lehman party or agent. Movant did not have any involvement with her husband's business properties, and was not a signer on those loans in any capacity. She may have a surviving spouse claim as to the properties, but has

not had the financial resources necessary to find probate Counsel for a complex case. As the matter stands, the Debtors or their subsidiaries have foreclosed and sold all of the remaining property.

The relief requested is in exchange for a full release.

Movant prays for relief in the form of damages in the amount of \$2,657,430.06, or any amount the Court deems just and proper. Also, Movant prays for a transfer of the claim representing the loan file below now clouding the title of the residential home.

Proposed Damages \$2,657,430.06 Other relief
Transfer of loan number (45268737) within claim 15989 (partial transfer of claim). Or, in the alternative, entry effecting the same result.

This claim reflects the known liability of the debtor to the undersigned creditor. Movant reserves the right to amend this claim if necessary to provide additional supporting exhibits or statements, and to assert subsequently discovered liabilities. This creditor holds subject to setoff against this claim a debt owed to the debtor of (unknown, if any). The identification of any sums held subject to setoff is without prejudice to any other right to set off, against this claim, debts.

Movant declares that her motion is based on her personal knowledge or experience, and that the statements are factual, and are the truth and Movant, being aware of the penalties of perjury, would testify under oath to the same.

September 26, 2016 Respectfully
Submitted By:

s/Danielle Gordon

Danielle P. Gordon, Pro Se
Surviving Spouse of Jon S. Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122
216-752-0431(manual fax)
216-337-4143 (phone)

Daniellepg@outlook.com Certificate of Service:

On September 26, 2016, I sent a copy of this motion to the following by hand delivered:

(a) the chambers of the Honorable Shelley C. Chapman, One Bowling Green, New York, New York 10004, Courtroom 23;

And by United States Mail, Postage Prepaid:

(b) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: William K. Harrington, Esq., Susan D. Golden, Esq., and Andrea B. Schwartz,, Esq.);

(c) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Wilbur F. Foster, Jr., Esq., Dennis C. O'Donnell, Esq., and Evan R. Fleck, Esq.), attorneys for the official committee of unsecured creditors;

(d) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Paul V. Shalhoub, Esq., Todd G. Cosenza, Esq., and Benjamin P. McCallen, Esq.), attorneys for LBHI and certain of its affiliates; and

(e) Rollin Braswell Fisher LLC, 8350 East Crescent Parkway, Suite 100, Greenwood Village, Colorado 80111 (Attn: Michael A. Rollin, Esq. and Maritza Dominguez Braswell, Esq.)

By:

/s/ Danielle Gordon

Danielle P. Gordon, Pro Se
Surviving Spouse of Jon S. Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122
216-752-0431(manual fax)
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Daniellepg@outlook.com

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3572 Lytle Road
Shaker Heights, Ohio 44122
216-752-0431 (fax/manual)
216-337-4143

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	
Debtors	:	08-13555(SCC)
:	:	(Jointly Administered)
:	:	
-----X		

Exhibits in support of Motion in Response to Motion to Dismiss (Doc. 53260)
(Response to Motion to Disallow and Expunge (Doc. 53260) Filed 08/30/16:
Motion to Allow Administrative Claim Instantly Or Partial Transfer and Amendment of
Existing Claim 15989, Loan File Number 45268737 (or entry effecting the same result))

Description	Page
Prospectus/ supplement excerpts, and various items which describe or identify loan or other characteristic features of loan and LXS 2007-811 trust.....	2-6
Also excerpts from U.S. Bank Trustinvestorreporting website.....	2-6
IRS Form 938 From 2008 (It was not reported in 2009 or thereafter).....	2
Amended Death Certificate, received in April of 2016, which was filed with request for Judicial notice of original suggestion of death, along with file stamped copy of same, from 2009.....	7
Timely Titles Title Search, at Movant's Expense; Title Examination in 2016.....	11
Qualified written request to Nationstar, September 2014.....	12
Welcome letters one, two and three.....	14
Reply letter from Nationstar of October 2014.....	17
Reply letter from Nationstar of May 2015.....	18
Attorney General Complaint of 2009.....	19
1099-A to the Estate of Jon Gordon.....	22
Proposed Judgment Entry.....	23

Exhibit One

Supporting Exhibits, Excerpted

See "Origination of the Mortgage Loans and Underwriting Guidelines" in this prospectus supplement for information regarding the originators and the related underwriting guidelines for the mortgage loans.

Swap Counterparty

HSBC Bank USA, National Association.

Cap Counterparty

HSBC Bank USA, National Association.

The Swap Agreement: *These describe three distinct transactions*

68. LXS Trust Agreement dated as May 1, 2007, by and among SASCO, ALS (as Master Servicer) and 2007-8H LaSalle (now U.S. Bank), relating to SASCO Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-8H.

Servicing Agreement dated as May 1, 2007, by and among ALS (as Servicer), LBHI and ALS (as Master Servicer), relating to SASCO Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-8H.

Servicing Agreement dated as of May 1, 2007, by and among ALS (as Servicer), LBHI (as Seller) and ALS (as Master Servicer), relating to SASCO, Lehman XS Trust, Mortgage Pass-Through Certificates, Series 2007-8H.

RESIDENTIAL SERVICING ASSET PURCHASE AGREEMENT BY AND AMONG AURORA BANK FSB, AURORA LOAN SERVICES LLC, AND NATIONSTAR MORTGAGE LLC DATED AS OF MARCH 6, 2012

168 LXS Trust Agreement dated as May 1, 2007, by and among SASCO, ALS (as Master Servicer) and LaSalle 2007 (now U.S. Bank), relating to SASCO Lehman XS Trust Mortgage Pass-Through Certificates, Series -8H 2007-8H.
<https://www.sec.gov/Archives/edgar/data/1507951/000119312512098150/d309325dex101.htm>

IRS Form 938 From 2008 (It was not reported in 2009 or thereafter)

Lehman XS Trust Mortgage
Steven M. Hutchins, Senior Vice
135 South LaSalle Street Suite 1625
Pass-Through Certificates, Series 2007-8H
U.S. Bank National Association
Corporate Trust Tax Manager
CUSIP:
Class A1: 52524T*AA2;
Tel:(714) 259-6200
President Steven M. Hutchins, Senior Vice
CUSIP:

The next document is from the loan on 3572 Lytle, in order to find this information, or to verify the data, search the registration number, below, and scroll down to line number 526.

Lxs 2007 8H ... 3572 Lytle Road, Shaker Heights Ohio, based on the characteristics of the description below.

SEQID 526 CITY SHAKER HEIGHTS STATE OH
ZIP 44122 ORIGBAL 250000 CURBAL 250000 ORIGDATE
20070125 FPDATE 20070301 MTDATE 20070201
FRADATE 20120201 FPDATE 20120301 NRADATE 20120201
NPADATE 20120301 PTDATE 20070401 NDUE DATE 20070501
ORIGTERM 360 AMTERM 360 STDRTM 357 SEASON 3
PANDI 1630.21 ORIGRATE 7.825 RATE 7.825 SFEE 0.25
LOANTYPE CONVENTIONAL * BALLOON N RATETYPE ADJUSTABLE
PRODUCT TYPE 5/6 ARM (LIBOR INDEX 6MO LIBOR FLOOR
7.825 MARGIN 2.75 FPERCAP 6 PERCAP 2 MAXRATE 13.825
LIFECAP 6 RFREQ 6 PFREQ 6 LIENPOS 1 APPVAL 250000
PRPRICE 0

FWP I v077446_fwp.htm

Filed Pursuant to Rule 433
Registration Statement No. 333-133985
June 4, 2007

*from us bank trust investor reporting xls spreadsheet document

loan_id 45268737 pool_id LXS 2007-8H

loan_closing_date 1/25/2007 deal_closing_date 5/31/2007 credit_score 757
documentation_type NO RATIO occupancy_type Owner Occupied
original_interest_rate 7.825 original_loan_bal 250000 original_secured_bal 250000
original_amortization_term 360 ltv_rat 100 dti_rate pp_flag Y prepayment_penalty_term 36
product_type 6 Month LIBOR property_state OH property_type Low Rise Condo loan_purpose_
Purchase type risk_grade_score 1St lien_position_type 1St cltv_rate 1
cutoff_date 7/31/2015 loanage_count 103 mss_count 99 interest_rate 7.825 beg_prin_bal 249
999.1 loan_status REO delq_bucket 90+ prepayment_amount 0 liquidation_bal 0 current_g
ain_loss_amount 0 end_prin_bal 249999.1 sched_prin 0 originator AURORA LOAN SERVICES
LLC servicer Nationstar Mortgage intcalctype Interest
Only ratetype ARM ioterm 117 margin 2.75 origterm 360 rterm 258 zfraperiod
mthroll inratecp 6 perratecp 6 perpaycp 0 liferatecp 13.825 ratemax 13.825
ratemin 7.825
ngmType ngmAmt ratefreq payfreq dnextrate currltv 1
PropZip 44122 pmitype
Silent2nd simultaneous2nd N blntype 1 group N pldgtype pldgamt eltv sv
crate 0.375 otherrate 0 heloc n modtype y cnvtype PI Next_Due 7/1/2008 Payoff
Date Act_Bal 249999.1

Risks Related to Mortgage

Loans under Stated Income
and No Documentation

Programs Approximately 56.66% and 2.47% of the Mortgage

Loans were originated under "stated income" and
"no documentation" programs, respectively.

"Stated income" programs generally verify
employment but do not verify income information
given by the borrowers. "No documentation"
programs generally do not require information
regarding the borrowers' income or employment
or verification of the borrowers' assets. If a
significant amount of mortgage loans are
originated under these programs, it may
increase the risk that the borrowers may not
have sufficient income or assets or may have
overstated their income and assets and will be
unable to make their monthly mortgage loan
payments. You should consider the risk that
mortgage loans originated under these programs
may be subject to increased delinquencies and
defaults.

See "Risk Factors--Aspects of the Mortgage Loan
Origination Process May Result in Higher
Expected Delinquencies" in the prospectus for
further information on risks relating to the
origination process.

Exhibit two – Death Certificate (final amended version received in April of 2016) and Sugg.
Of death also filed w/request for Judicial Notice, in 2016, with 2009 file stamped copy.

VITAL RECORDS CERTIFICATE											
Y600497		CHANGES APPROVED BY COMM'R OF HEALTH				DEC 16 2008		DEPUTY CITY REGISTRAR			
DATE FILED		THE CITY OF NEW YORK – DEPARTMENT OF HEALTH AND MENTAL HYGIENE				FEB 03 2016		J. P. Schwartz			
NEW YORK CITY		CERTIFICATE OF DEATH				Certificate No.		156-09-020929			
DEPARTMENT OF HEALTH AND MENTAL HYGIENE		1. DECEDENT'S LEGAL NAME				JON GORDON					
MAY-24-2008 04:23 PM		(First, Middle, Last)									
2a. New York City		2b. Borough		2c. Type of Place		4. Nursing Home/Long Term Care Facility		5. Any Hospice care		6. Name of hospital or other facility (if not facility, street address)	
Bronx		Bronx		1. Hospital Inpatient 2. Outpatient 3. Dead on Arrival		5. Hospice Facility 6. Decedent's Residence 7. Other Facility		1. Yes 2. No 3. Unknown		JACOB PERLOW ROSSACE	
Date and Time of Death		3d. (Month)		3e. (Day)		3f. (Year YYYY)		3g. Time		4. Sex	
May 23 2009 4:10 PM		May		23		2009		4:10 PM		MALE	
5. Certifier: I certify that death occurred at the time, date and place indicated and that to the best of my knowledge, the death was due solely to NATURAL CAUSES. See instructions on reverse of certificate.		Name of Physician		Signature		Date		5. Date last attended by a Physician			
		STEWART FLEISHMAN		[Signature]		05-23-2009		05 20 2009			
Address		29 Broadway NY NY 10006		License No.		K3908		Date		05-23-2009	
7a. Usual Residence State		7b. County		7c. City or Town		7d. Street and Number		Apt. No.		ZIP Code	
NY		NY		NY		570 FORT WASHINGTON AVE				10006	
8. Date of Birth		9. Age at last birthday		10. Under 1 Year		10. Under 1 Day		10. Under 1 Hour		10. Under 1 Minute	
[Redacted]		42		[Redacted]		[Redacted]		[Redacted]		[Redacted]	
11a. Usual Occupation (Type of work done during most of working life. Do not include "RETIRED")		11b. Kind of business or industry		11c. Address or AKA							
REAL ESTATE MANAGEMENT		REAL ESTATE									
12. Birthplace (City & State or Foreign Country)		13. Education (Check the box that best describes the highest degree or level of school completed at the time of death)		14. Marital Status at time of death		15. Divorced		16. Widowed		17. Single	
PANAMA CITY FL		1. High school graduate or GED 2. Some college credit, but no degree 3. Bachelor's degree (e.g., BA, BS) 4. Master's degree (e.g., MA, MS, MEd, MDiv, MEdS) 5. Doctorate (e.g., PhD, EdD) 6. Professional degree (e.g., MD, DDS, DVM, LL.M., J.D.)		1. Married 2. Domestic Partnership 3. Divorced 4. Widowed 5. Never Married 6. Unknown		[Redacted]		[Redacted]		[Redacted]	
18. Father's Name (First, Middle, Last)		19. Mother's Name (First, Middle, Last)		20. Relationship to Decedent		21. Address (Street and Number)		Apt. No.		City & State	
BRUCE GORDON		MIRIAM ACKER		FATHER		315 W. 106th St				NEW YORK NY	
22a. Informant's Name		22b. Relationship to Decedent		22c. Address (Street and Number)		Apt. No.		City & State		ZIP Code	
BRUCE GORDON		FATHER		315 W. 106th St				NEW YORK NY		10006	
23. Method of Disposition		24. Place of Disposition (Name of cemetery, crematory, other place)		25. Date of Disposition		26. Date of Disposition		27. Date of Disposition		28. Date of Disposition	
1. Burial 2. Other Specified		Beth El Cemetery		05 26 2009		05 26 2009		05 26 2009		05 26 2009	
29. Location of Disposition (City & State or Foreign Country)		30. Address (Street and Number)		City & State		ZIP Code					
Township of Washington, Bergen County NJ		630 Amsterdam Ave		NEW YORK NY		10006					
31. Funeral Establishment		32. Address (Street and Number)		City & State		ZIP Code					
PLAZA JEWISH COMMUNITY CHAPEL		630 Amsterdam Ave		NEW YORK NY		10006					

This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.

February 11, 2016

J. P. Schwartz
Steven P. Schwartz, Ph.D., City Registrar

003562274

FILED
IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2009 JUL 30 P 4:09 CASE NO. CV 08-676071

AURORA LOANS LLC

)

Plaintiff

GERALD E. FUERNBERG
CLERK OF COURTS
CUYAHOGA COUNTY

JUDGE: LANCE T. MASON

Magistrate Jim L. Jackson

Vs.

)

)

Jon S. Gordon aka Jon Gordon, et Al.

)

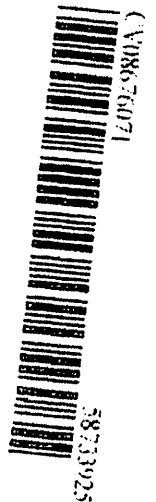
) NOTICE OF DEATH OF DEFENDANT

Please see attached copy of Death Certificate of Jon Seth Gordon along with a copy of
the Paid Death Notice published in The Cleveland Plain Dealer and the New York Times.

Respectfully submitted,



Danielle Pauer Gordon
3572 Lytle Rd.
Shaker Hts, OH 44122
216 752 0431



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing information was sent to the following by ordinary U.S. Mail, on the date indicated below.

Richard A. Baumgart
1801 East Ninth Street
1100 Amtrust Bank Center Cleveland, OH 44114-3169

Thomas M. Gaese
Atty. For Home Savings and Loan
Of Youngstown Ohio
P.O. Box 1111
Youngstown, OH 44501-1111

Michael S. Tucker
Atty. For First Southwestern Financial Services
1660 West 2nd Street, Suite 1100
Cleveland, OH 44113-1448

Cleveland One LLP
3645 Warrensville Center Road, #224
Shaker Heights, OH 44122

Sherwin Williams
1733 Pearl Road
Brunswick, OH 44212

David F. Hanson
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028

Danielle P. Gordon
July 27, 2009

GORDON--Jon. The trustees and staff of JBFCs all mourn the death of Jon Gordon, youngest son of our beloved Medical Director, Dr. Bruce Gordon. Jon struggled and won many personal battles but ultimately his life was cut short at the young age of 40. From Jon's father, we have all watched courage in action as he faced this tragedy with deep love and honesty. Our hearts go out to Bruce, Louis and all members of the Gordon family. Surely Jon's memory will be for a blessing. The Jewish Board of Family & Children's Services John A Herrmann, Chairman of the Board Paul Levine, Exec. V.P. and CEO

Published in the New York Times on 5/26/2009

The Plain Dealer | Thursday, June 4, 2009

Deaths and Memories Online

For death notices listed in today's paper,

THE PLAIN DEALER

MISS A DAY MISS A LOT

11:30 AM - 6 PM • Sunday: 1 PM - 6 PM) or E-mail: deathnotice@plained.com

Death Notices

GORDON

JAMES C. GORDON, age 62. Cherished husband of Kathy (nee Yeddy) for 39 years; loving father of Christopher (Kimberly); devoted son of Henry and the late Betty; brother of Ellen Hart (Russell) and Lisa (Lidia); brother-in-law of Bonnie (Robert), Connie Beckwith (Lee), Puleo (Cheryl) and Peggy Puleo; uncle of many; companion of his late friend Lady. Jim was faithfully cared for by his angels Betty Hendricks and Joan. Friends may call at THE PARADISE FUNERAL HOME, 356 WEST 10TH RD. RT 821, SAGAMORE, OH 44129. FRIDAY 7:30 P.M.

Death Notices

HOLOCKER

MATTHEW HOLOCKER, 38. Beloved husband of Julie (nee Corcoran). Loving father of Amanda. Devoted son of Christine (nee Jakubisin) and Harvey. Dear brother of Michele Londrino, Michael (Cilla), Mark (Sabrina) and Melanie Holocker. Loving uncle, nephew, great nephew and cousin to many. Funeral Services Saturday, June 6, 2009 at 9:30 a.m. at the funeral home and Divine Liturgy at 10:00 a.m. at Holy Spirit Byzantine Catholic Church, 5500 West 54th St., Parma 44129. Interment Holy Cross Cemetery. Family will receive friends at THE YURCH FUNERAL HOME, 5618 ROADVIEW ROAD, PARMA, OH (between Snow and Brookpark). FRIDAY 4-9 P.M. PARASTAS FRIDAY 7:30 P.M.

HOUCK

DAPHNA A. HOUCK (nee Scott), age 100, of South Carolina, formerly of Oakwood Village. Beloved wife of the late Howard; loving mother of Benny S. (late Harold) and Joann (Clarence) Short (deceased). (Pat) Houck and the late grandmother of Patty (Tony) Harold McVey, Kevin Kalata (deceased) and seven; great-niece sister-in-law. Friends received at THE YURCH FUNERAL HOME, 5618 ROADVIEW ROAD, PARMA, OH (between Snow and Brookpark). FRIDAY 4-9 P.M. PARASTAS FRIDAY 7:30 P.M.

GORDON

SETH GORDON passed away May 2009. Dearly Beloved Husband of Gabrielle (nee Pauer) for the last ten years and Loving Father of Gabrielle. Son of Martin A. Gordon (nee Acker) (deceased). Survived by his Father Dr. I. Bruce Gordon (deceased) and Brother of Louis (Julie) of Seattle, WA. Services were held on May 2009 at the Plaza Jewish Community Center, New York, NY.

WILLIS

WILLIS Notice

KELLY (nee Rundle), age 91, passed away June 1, 2009. Beloved wife of Ralph Richard (deceased). Dear mother of Kenneth (deceased), Carol and Roger.

Funeral Services: 10:30 a.m. Friday, at Immaculate Conception Catholic Church, 500 E. Main St., Sagamore, OH 44129.

Timely Searches

250 S. CHESTNUT ST. #24
RAVENNA, OHIO 44266
www.TimelySearches.com

Order# 207667

Client Ord#

Type of Search 42 Year

Date Received 4/25/2016

Effective Date 4/21/16

Client ID 120

OWNERS: JON S GORDON

COUNTY: CUYAHOGA

ADDRESS: 3572 LYTLE

SHAKER OH 44122

COMMENTS:

Schedule Sheet

TITLE VESTED IN: US Bank National Association

SOURCE OF TITLE: 201506120449

BUYERS: TBD

SUBJECT TO:

1. Taxes (F/H 15, paid)

2. Rest 6069-35

Nationstar Mortgage
Attn: Customer Relations Officer
P.O. Box 630348
Irving Tx 75063

September 21, 2014

Notice of error/Information Request
P.O. Box 630348
Irving Tx 75063

Account Name: Estate of Jon Gordon
Account Address: 3572 Lytle Road
Shaker Heights, Ohio 44122

Insurance Renewals/Bills
P.O. Box 7729
Springfield, Ohio 45501-6551

PPN: 736-29-013

Tax Notices/Bills
P.O. Box 961229
Fort Worth Tx 76161-0229

Nationstar Acct. No.: 0600015267

Foreclosure Case No: CV-12-773416
CV-08-676071

From:
Danielle Pauer Gordon
Surviving Spouse of Jon Seth Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122

RE: Information Request

Mortgage Loan Number: 0600015267

I am writing to request the information described below in regard to the mortgage on my property at 3572 Lytle Road, Shaker Heights, Ohio 44122.

I received a statement dated August 19, 2014. This is the first, and, in fact only statement which I have ever seen relevant to the above-referenced mortgage.

I called the number for more information, however, I was not "authorized" to have access to the account. Following is a list of both information requests, and error correction resolution requests. 12 C.F.R. 1024.38. and 12 C.F.R. 1024.35, et. Seq. specifically entitle me to this, but I have only inserted them to prevent you from rejecting my letter whole, not because I believe I am limited to those regulations or narrowed in any way. Therefore, here is the information I am requesting:

*identify the name of the owner or investor, and/ or "trustee" of this loan; and
the amount of actual dollars paid to purchase the loan when it was sold, and the date it was sold; and
who, or what gave you the authority to transfer it from my husband's name into the name of his purported "estate" without my permission, and/or outside of a probate court; and
a copy of any and all executory documents you have that gave you such authority.
a copy of the entire payment history of this loan, from a zero balance to the last statement date, including fees, and;*

the name, and address of the contractor who is conducting some sort of "property preservation" on your behalf, since I feel this party is invading my privacy and trespassing, and;

the name of the agent who changed my tax mailing address each time it has been changed, and on the basis of what authority and;

Why my homeowners insurance payments were refunded, and how this decision was reviewed when I repeatedly disputed it, in favor of the servicer.

Finally, there is a discrepancy in that correspondence (or those semi-annual interest rate letters), with regard to the mortgage comes in care of The Estate of Jon Gordon. However, currently, your company is suing neither that entity nor my Late Husband, but me personally. Can you somehow explain why there is such a problem getting the right name in the right place? To make matters much more confusing, my name is not even spelled right. The court doesn't even have it spelled right. I simply find this unbelievable. It was spelled right on the first foreclosure court case. This is causing a gigantic headache for me, because, of course, it starts to generate a whole false credit report in my wrongly spelled name. Which I have no access to, because it's not my name. But as you know, it still affects my credit.

The attorney who represents your company is adamant about keeping my name spelled the same way. I am a complete victim on this point. I hope you will try to correct some or all of this. It won't change the past, but it could certainly help in putting the future together.

I also want to mention that when I called in, the gentleman who took my call was a breath of fresh air compared to some of the people I've talked to in the past. I really got the impression that he didn't have a rude bone in his body. I do hope you keep hiring people like that. You might stand a chance at actually changing your image, and once that happens, who knows?

If you need to contact me to discuss this request, please do so in writing, at the above address. I thank you in advance for your assistance.

Sincerely,

/S/ Danielle Gordon
Surviving Spouse
3572 Lytle Road
Shaker Heights, Ohio 44122

cc: See Dist. List on Separate Page

2

REPRESENTATION OF PRINTED DOCUMENT



July 15, 2012

03532 6302655

ESTATE OF JON GORDON
PO BOX 33699
N ROYALTON OH 44133-0699

New Nationstar Loan Number: 0600015267

NOTICE OF ASSIGNMENT, SALE, OR TRANSFER OF SERVICING RIGHTS

Dear Estate Of Jon Gordon:

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from: AURORA LOAN SERVICES LLC to Nationstar Mortgage LLC, effective 6/7/12.

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires Nationstar Mortgage send you this notice no later than 15 days after the effective date of the transfer.

Your new servicer is Nationstar Mortgage LLC.

Nationstar Mortgage's business address is:

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, Texas 75067
www.MyNationstarMtg.com

Nationstar Mortgage's toll free number is 1-888-856-9398. If you have any questions relating to the transfer of servicing to Nationstar Mortgage, call 1-888-856-9398 between 8 a.m. and 8 p.m. on the following days: Monday - Thursday, 8 a.m. and 5 p.m. on Friday, or visit us anytime at www.MyNationstarMtg.com.

The date that Nationstar Mortgage will start accepting payments from you is 6/7/12. You can pay online via the Nationstar Mortgage website at www.MyNationstarMtg.com, or you can send all payments due on or after that date to:

Nationstar Mortgage LLC
PO Box 650783
Dallas, Texas 75265

Your mortgage life insurance, disability insurance and/or other optional products will not continue. If you wish to retain optional products, you will need to contact your current optional product/service provider.

Enclosed is your Welcome Letter which includes a payment coupon with detailed loan information.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

Nationstar Mortgage LLC
Attention: Research Department
350 Highland Drive
Lewisville, Texas 75067
www.MyNationstarMtg.com

Not later than 30 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if prepayment grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

Important Loan Transfer "Home Affordable Modification Program" Information

Home Affordable Modification Program: If you are currently participating in (or being considered for) a loan modification program, we will be transferring all your documentation to the new servicer. Until the transfer date, you should continue to make your payments to your trial payments if attempting to qualify for a modification under the Home Affordable Modification Program to Aurora Loan Services LLC. After transfer, you should make all payments to Nationstar until such time that you are provided additional direction. Decisions regarding qualification will be made by Nationstar. All information regarding other loss mitigation activities (forbearance agreements, short sales, refinances and deed-in-lieu of foreclosure) will be forwarded to Nationstar for processing. Please be advised that this transfer may extend the time needed for a final decision.

Sincerely,
Nationstar Mortgage LLC



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REPRESENTATION OF PRINTED DOCUMENT



July 15, 2012

63532 0002655

RE: Nationstar Mortgage LLC Loan Number: 0600015267

ESTATE OF JON GORDON
PO BOX 33699
N ROYALTON OH 44133-0699

Dear ESTATE OF JON GORDON

Welcome to Nationstar Mortgage!

We look forward to servicing your loan on behalf of U.S. BANK, TRUSTEE, LNS SERIES 2007-8H

- Your total debt at the time of the transfer is \$362,421.82. This amount includes your outstanding Unpaid Principal Balance of \$249,999.05, \$80,205.84 in Interest, \$326.04 from Fees, and \$7,235.00 from expenses paid on your behalf.
- This debt is owed to U.S. BANK, TRUSTEE, LNS SERIES 2007-8H, but is being serviced by Nationstar.
- Unless you dispute the validity of this debt, or any portion thereof, in writing within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by Nationstar.
- If you notify Nationstar in writing within this thirty (30) day period that the debt, or any portion thereof, is disputed, Nationstar will obtain verification of the debt and a copy of such verification will be sent to you.

We welcome you to Nationstar Mortgage and look forward to being your mortgage servicer.

Mail written disputes to
Nationstar Mortgage LLC
Attn: Research Department
350 Highland Drive
Lewisville, TX 75067

For Customer Service Inquiries, call toll free at 1-888-850-9398.

Sincerely,

Nationstar Mortgage LLC



REPRESENTATION OF PRINTED DOCUMENT



www.MyNationstarMtg.com

July 15, 2012

63532 0002655 001
ESTATE OF JON GORDON
PO BOX 33699
N ROYALTON OH 44133-0699

Re: New Nationstar Loan Number 0600015267
Principal Balance \$249,999.05
Escrow Balance \$0.00

Dear Estate Of Jon Gordon,

Welcome to Nationstar Mortgage! Effective 07/01/12 Nationstar Mortgage is now the servicer for your mortgage account. We're excited about the opportunity to serve you. You can count on Nationstar Mortgage to meet your needs whether you're looking to make a payment or refinance your loan. We offer many exciting features including 24-hour account access through our Internet website at www.MyNationstarMtg.com, various payment options, and a toll free line 1-888-850-9398 with automated account information. You will be receiving a "Welcome Call" sometime over the next few weeks to welcome you to our company and to answer any immediate questions you may have.

Every month you will receive a billing statement detailing your loan information, payment amount, and important messages. In addition, the back of your billing statement includes helpful hints and important information. Each billing statement will include a remittance coupon. Expect to receive your billing statement approximately 7-10 days prior to each scheduled payment due date. Important payment information and other notices are included on the reverse of this letter for your reference.

To ensure accuracy, please verify the following loan information:

Name: ESTATE OF JON GORDON
Property Address: 3572 LYLE RD
SHAKER HEIGHTS OH 44122

Home Phone Number: 216-752-0431
Work Phone Number: 000-000-0000

Mailing Address: PO BOX 33699
N ROYALTON OH 44133-0699

If you find any of the information listed above to be incorrect, please contact us immediately at 1-888-850-9398.

Based on the information we have received from your previous mortgage servicer, we believe you may be experiencing a financial hardship. We want to help you stay in your home. Nationstar Mortgage may have modification programs and other workout solutions that have not been made available to you. If you would like to discuss some of your options please contact us at 1-888-850-9398.

Over the next few weeks you should receive your monthly billing statement. In the event that you do not receive your billing statement as scheduled, please do not delay in making your payment. Be sure to indicate your loan number, as referenced above, on your payment and allow adequate mailing time. Simply mail your payment to:

Nationstar Mortgage
P.O. Box 650783
Dallas, Texas 75265-0783

IF YOU'RE HAVING TROUBLE MAKING YOUR PAYMENT, please call us immediately so we can find a solution that meets your needs. If you are in the process of applying for or providing information related to a workout (including modifications) with your prior mortgage servicer, we anticipate that your information will be transferred to Nationstar Mortgage, but feel free to contact us to verify we have what we need to move forward.

If you would like to enroll in our automatic payment program, please complete the form available on our website at www.MyNationstarMtg.com under Payment Options.

You will continue to receive your monthly billing statements in the same method you chose with your previous servicer. If this method was paperless, you will receive an email notifying you that your statement is ready with a link to view your statement on-line. Visit www.mynationstarmtg.com to create your user profile today. If you wish to change this at any time, simply contact customer service.

At Nationstar Mortgage, your business and total satisfaction are important to us. Any time you have questions regarding your account, do not hesitate to contact us at 1-888-850-9398 8:00 a.m. to 8:00 p.m. CST Mon - Thurs and 8:00 a.m. to 5:00 p.m. CST on Fri. We look forward to a long and lasting relationship with you.

Sincerely, Nationstar Mortgage

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



☐ PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.

LOAN NUMBER 0600015267	TOTAL CURRENT AMOUNT DUE \$111,031.79 07/01/2012
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE.	LATE PAYMENT IF RECEIVED ON OR AFTER \$111,113.30 07/17/2012

ADDITIONAL ESCROW

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

\$

** CHECK FOR ADDITIONAL FUNDS TO BE APPLIED TO FUTURE PAYMENTS



** Additional principal reduction can be made when all amounts due are paid in full.

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS TX 75265-0783



Estate of Jon Gordon
3572 Lytle Road
Shaker Heights, OH 44122

RE: Nationstar Reference Number – NSM-10-14-82591
Mortgagor – Estate of Jon Gordon
Property Address – 3572 Lytle Road, Shaker Heights, OH 44122
Loan Number – 0600015267
CFPB Case Number – 141029-001663

Dear Danielle Gordon:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence submitted through the Consumer Financial Protection Bureau (CFPB) on October 29, 2014, regarding the above referenced account. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

We have conducted an investigation, and it was determined the error asserted within your correspondence did not occur on the account. After further review, our records do not reflect that you are authorized to receive full account access. In your correspondence, you mentioned you are the surviving spouse. Please note, as your signature is present on the Security Instrument, dated January 25, 2007, we are able to provide you with limited access to the mortgage loan account.

Please be advised effective November 3, 2014, the amount necessary to bring the account current is \$175,147.07. The Reinstatement Quote will expire on November 30, 2014. We have enclosed the Payment History Transaction Report for review.

In order to gain complete access to the mortgage loan account, we require one of the documents listed below. These forms may be faxed to our Research Department at 1.972.459.1611 for review.

- Copy of the letter of Testamentary
- Copy of the Probated Last Will and Testament
- Copy of the Executor of Estate Documents
- Copy of the Living Trust Documents naming the Successor Trustee and proof that the property was deeded to the trust after the funding of the loan

As of the date of this correspondence, the account is approximately 77 payments delinquent and contractually due for the July 1, 2008 monthly installment.

You have the right to access the documents relied upon in this investigation. We have included those documents for your records and review.

- Payment Transaction History Report
- Mortgage

At Nationstar, customer concerns are important to us. Should you have any general questions other than those referenced in your correspondence, please contact:

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

www.NationstarMtg.com
NER051



Danielle Gordon
3572 Lytle Road
Shaker Heights, OH 44122

RE: Nationstar Reference Number – NSM-05-15-15636
Mortgagor – Estate of Jon Gordon
Property Address – 3572 Lytle Road, Shaker Heights, OH 44122
Loan Number – 0600015267
CFPB Case Number – 150516-000109

Dear Danielle Gordon:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence submitted through the Consumer Financial Protection Bureau (CFPB) on May 19, 2015, regarding the above referenced account. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

Unfortunately, Nationstar can not attest to the practices of U.S. Bank National Association America or comment on any errors they may have made concerning communication with you as well as their handling of the mortgage loan.

We have conducted an investigation, and it was determined the error asserted within your correspondence did not occur on the account. Our records indicate the servicing responsibilities of the mortgage loan account transferred from Aurora Loan Services, LLC (Aurora), effective July 1, 2012. Records reflect the status of the mortgage loan account was delinquent upon transfer and next due for the July 1, 2008 monthly installment. Our records indicate the enclosed Mortgage, dated January 25, 2007, was signed by both you and Jon Gordon. As such, you were designated as a person whom held interest in the property. The mortgage loan account was in active foreclosure upon transfer from Aurora.

In reference to your concern regarding the communication with Nationstar, please note Nationstar representatives have spoken to you on several occasions in which our representative advised of the status of the account and potential assistance options. Nationstar received correspondence from you, dated February 28, 2013 in which you requested Nationstar only make contact with you in writing. As such, the account was coded to reflect your request to cease telephone communication.

In reference to your concerns regarding property preservation, please be advised, Nationstar may enter upon and conduct an inspection of your property. The purposes of such an inspection are to observe the physical condition of the property, verify that the property is occupied, and determine the identity of the occupant. If the default status of a loan is not cured prior to the inspection, other actions to protect the mortgagee's interest in the property including but not limited to winterization, securing the property, and valuation services may be taken. The costs of the above described inspections and property preservation efforts will be charged to the account as provided in the Mortgage as permitted by law.

Records indicate the aforementioned property was sold in a foreclosure sale on January 5, 2015. The property status is Real Estate Owned.

You have the right to access the documents relied upon in this investigation. We have included those documents for your records.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

www.NationstarMtg.com
NER051



ABOUT THE TRANSACTION	
<p>Product/service involved: <u>LOANS</u></p> <p>Date of purchase: <u>1/10/2007</u> (mm/dd/yyyy)</p> <p>Did you sign a contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>Not signed</u></p> <p>Are you making payments? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>Not</u></p> <p>Total cost of product/service: \$ <u>1767.50</u></p> <p>Method of payment: <u>Cash</u></p> <p>Amount paid so far: \$ <u>0</u> Disputed amount: \$ <u>1767.50</u></p> <p>Is the product/service under warranty? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <u>Not</u></p> <p>If yes, warranty company name: _____</p>	<p>How did the first contact with the company occur?</p> <p><input type="checkbox"/> E-mail <input type="checkbox"/> Mail</p> <p><input type="checkbox"/> Fax <input checked="" type="checkbox"/> <u>Phone</u> <input type="checkbox"/> Radio</p> <p><input type="checkbox"/> Home visit <input checked="" type="checkbox"/> <u>Friends</u> <input type="checkbox"/> Store visit</p> <p><input type="checkbox"/> Infomercial <input type="checkbox"/> Telephone call</p> <p><input type="checkbox"/> Internet auction <input type="checkbox"/> Television</p> <p><input type="checkbox"/> Internet banner/Web site <input type="checkbox"/> Word of mouth</p> <p><input type="checkbox"/> Magazine/Newspaper <input checked="" type="checkbox"/> <u>Other:</u></p>
<p>Describe the transaction and your complaint: <u>My husband (deceased) signed (allegedly) a loan with a mortgage broker, for \$3,510.00 - Express Mortgage Violation of 1322.062, 1322.07(B)(C)(E)(F) 1322.073</u></p> <p><u>AND PRE-ARRANGED TO HAVE THE LOAN SERVICED BY AURORA LOANS, AFTER FINANCING VIA LEHMAN'S OR POSSIBLY ANOTHER BANK.</u></p> <p><u>AURORA LOANS SURRENDERED LIC. (1703.17(D)) FOR 2005/2006 322015</u></p> <p><u>AND NEVER THE LESS IS/HAS FORECLOSED ON PROPERTY. MY SIGNATURE IS NOT ON THE NOTE, APP IS FORGED ON THE MORTGAGE. (NAME SPOOLED WAY)</u></p> <p><u>IT IS NOT WITHHELD BY ME, EITHER THE APP OR THE MORTGAGE.</u></p> <p>Briefly describe what you would consider a reasonable resolution to your complaint: <u>Clear Title of my home & All other foreclosed properties pertaining to same companies. (There are at least 7) AND Restitution of payment fees + punitive damages, if applicable. ALSO - NOE MY AFTER LOAN DEFACED</u></p>	
MOTOR VEHICLE COMPLAINTS ONLY:	
<p>Complete this section <u>only</u> if your complaint regards a motor vehicle:</p> <p>Make: _____ Model: _____ Purchase / Lease (circle one)</p> <p>Vehicle Identification Number (VIN - <u>not</u> your license plate number): _____</p> <p>Year of vehicle: _____ New / Used (circle one) Under warranty / "AS IS" (circle one)</p> <p>Mileage at purchase or lease: _____ Current mileage: _____</p>	
ACKNOWLEDGMENT OF TERMS AND CONDITIONS	
<p><input type="checkbox"/> By checking this box I acknowledge that the information given above is true to the best of my knowledge and belief. I understand that any information I submit to the Ohio Attorney General's Office is considered public information and may be released in a public records request. I understand a copy of this form and all documents relating to my complaint will be forwarded to the company that is the subject of my complaint. I understand that the Ohio Attorney General cannot serve as my private attorney.</p> <p style="text-align: right;">Date submitted: <u>8/8/09</u> (mm/dd/yyyy)</p>	



RICHARD CORDRAY
OHIO ATTORNEY GENERAL

CONSUMER COMPLAINT FORM, PART 2

Office Use Only:
Complaint #: 549301

When you file a consumer complaint with the Ohio Attorney General's Office, you also must submit copies of documents related to your complaint, such as contracts and receipts. Submitting these documents helps ensure that you will get the best possible results from our complaint resolution process. Failure to provide required documentation may prevent or delay our ability to help you.

Please send this form and copies of any documents related to your complaint to the Attorney General's Office:
Consumer Protection Section, 30 E. Broad St., 14th floor, Columbus, OH 43215-3400
DO NOT SEND ORIGINALS. Any documents sent to our office will be scanned electronically and then destroyed.

PLEASE NOTE: Any information you submit with your complaint is considered public and may be released as part of a public records request. Remove Social Security numbers, credit card numbers, debit card numbers and other bank account numbers from any documents you submit with your complaint.

DOCUMENTS TO SUBMIT WITH YOUR COMPLAINT

Check below to indicate which documents/items you are submitting with your complaint (check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Contract / Purchase Agreement | <input type="checkbox"/> HUD-1 Settlement Statement (Residential Mortgage Transactions Only) |
| <input type="checkbox"/> Warranty / Service Agreement | |
| <input type="checkbox"/> Invoice / Billing Statement | <input type="checkbox"/> Debt Collection Account Number* (Debt Collection Complaints Only) |
| <input type="checkbox"/> Payment Record / Receipt | |
| <input type="checkbox"/> Advertisement | <input checked="" type="checkbox"/> Other: <u>Plaintiff's Affidavit for Collection</u> |
| <input checked="" type="checkbox"/> Estimate / Proposal | <u>VIOLATION</u> |
| <input type="checkbox"/> Loan Application | |
- *DO NOT SUBMIT YOUR BANK ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER.

ADDITIONAL INFORMATION ABOUT YOU

☐ Over the age of 60

\$ 92,525



RICHARD CORDRAY
OHIO ATTORNEY GENERAL

Office Use Only:
Complaint #: 535101

CONSUMER COMPLAINT FORM

The Ohio Attorney General's Consumer Protection Section provides a complaint resolution process to resolve disputes between consumers and businesses. If you have a complaint regarding a consumer transaction (a purchase or advertisement of a product or service used for the home or personal use), you may file a complaint with our office.

YOU MAY FILE A COMPLAINT ONE OF THREE WAYS:

By mail: Complete this form in dark ink and mail to: Consumer Protection Section 30 E. Broad St., 14th floor Columbus, OH 43215-3400	By phone: Call 1-800-282-0515 Our help center associates will assist you in filing your complaint.	Online: Visit www.OhioAttorneyGeneral.gov On our Web site, you can file a complaint, sign up for our e-newsletter and learn about your consumer rights.
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PRE - COMPLAINT QUESTIONS

- Have you contacted the company about your complaint? Yes ☐ No ☒ *SEE*
- Have you hired an attorney to represent you in this matter? Yes ☐ No ☒
If yes, provide: Attorney's name: _____ Attorney's phone number: (____) _____
- Are you involved in a lawsuit regarding this issue? Yes ☒ No ☐ *LEGAL AID, HCLD, UNIFIED WAY*
- Have you contacted any other agencies regarding this issue? Yes ☒ No ☐
If yes, please list the agencies: *YOUTH OFFICE, The Cuy. Co. Special Prosecutors, Adult Unit*


PLEASE NOTE: Any information you submit with your complaint is considered public and may be released as part of a public records request. Remove Social Security numbers, credit card numbers, debit card numbers and other bank account numbers from any documents you submit with your complaint.

INFORMATION ABOUT YOU (THE CONSUMER)

First name: *Danielle* MI: *P* Last name: *GORDON* Suffix: *None*
Address: *3542 Lytle Rd*
City: *Shaker Hts* State: *OH* Zip Code: *44122* County: *Cuyahoga* Country: *USA*
Daytime phone: *(216) 283-3744* Alternate phone: (____) _____
E-mail address: _____ Fax: (____) _____

SUBJECT OF THE COMPLAINT - BUSINESS INFORMATION

Name of business you're complaining about (supplier): *AURORA LOAN SERVICES*
Address: *10350 Paine Products Dr.*
City: *Littleton* State: *CO* Zip Code: *80124* County: _____ Country: *USA*
Telephone: (____) _____ Toll-free: (____) _____ Fax: (____) _____
E-mail address: _____ Web address: _____
Name of business owner/salesperson: *Brett Prosdick*

LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. NATIONSTAR MORTGAGE RETURN SERVICE ONLY PLEASE DO NOT SEND MAIL TO THIS ADDRESS PO BOX 619063 DALLAS, TX 75261-9063 CUSTOMER SERVICE: 1-888-48C-2432		<input type="checkbox"/> FORN C/D (if checked)		IRS Form No. 1045-0877 2015 Form 1099-A		Acquisition or Abandonment of Secured Property
MORTGAGOR'S name, street address (including apt. no.), city or town, state or province, country and ZIP or foreign postal code 9-692-46082-000636-000-1-000-000-000-000 ESTATE OF JON GORDON 3572 LYTLE RD SHAKER HEIGHTS OH 44122 		1 Date of conveyance (month/year) (if secured) 05-15-15		2 Balance of principal (if secured) \$ 249,999.05		Copy B For Borrower This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.
		3		4 Fair market value of property \$ 412,358.60		
		5 If checked, the borrower was personally liable for repayment of the debt <input checked="" type="checkbox"/>				
6 Description of property 3572 LYTLE RD						
7 Lender's federal identification no. 75-2921540		8 Lender's state identification no. XX X-XX 0000		9 Account number (see instructions) 0600015267		
Form 1099-A (Keep for your records)		www.irs.gov/form1099a		Department of the Treasury Internal Revenue Service		

Danielle P. Gordon, Pro Se
Surviving Spouse of Jon S. Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122
216-752-0431 (fax/manual)
216-337-4143

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
In re	:	Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	
Debtors	:	08-13555(SCC)
:	:	(Jointly Administered)
-----X		

**(PROPOSED) Order Finding Motion for Administrative Claim or Partial
Transfer of Existing Claim 15989; Loan File 45268737 Well Taken**

Upon the motion of Danielle Paucr Gordon, a claimed party in interest, of Lehman Brothers Holdings Inc. and its Affiliated Debtor, SASCO, dated September 23, 2016, seeking to partially transfer and amend claim number 15989, loan file 45268737 all as more fully described in the Motion and Supporting Brief;

and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Chapter 11 Estates, their creditors, and all parties in interest,
and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

and after due deliberation and sufficient cause appearing therefor, it is ORDERED that the relief requested in the Motion is granted;

and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2016 New York, New York

UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT :
SOUTHERN DISTRICT OF NEW YORK NOTICE OF ORDER**

Vito Genna, Clerk of Court
Southern District of New York
One Bowling Green
New York, NY 10004-1408

PLEASE SEND A COPY TO
THE FOLLOWING:

(A) the Office of the United States Trustee for the
Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006,
New York, New York 10014 (Attn: William K. Harrington, Esq., Susan D. Golden, Esq., and
Andrea B. Schwartz, Esq.);

(B) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan
Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Wilbur F. Foster, Jr., Esq.,
Dennis C. O'Donnell, Esq., and Evan R. Fleck, Esq.), attorneys for the official committee of
unsecured creditors;

(C) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New
York 10019 (Attn: Paul V. Shalhoub, Esq., Todd G. Cosenza, Esq., and Benjamin P. McCallen,
Esq.), attorneys for LBHI and certain of its affiliates; and

(D) Rollin Braswell Fisher LLC, 8350
East Crescent Parkway, Suite 100, Greenwood Village, Colorado 80111 (Attn: Michael A.
Rollin, Esq. and Maritza Dominguez Braswell, Esq.)

(e) Danielle P. Gordon
Surviving Spouse of Jon S. Gordon
3572 Lytle Road
Shaker Heights, Ohio 44122
216-752-0431 (manual fax)
216-337-4143 (phone)
Daniellepg@outlook.com

Date _____ 2016 ____

Clerk of Court _____

Certificate of Service:

On September 26, 2016, I sent a copy of these exhibits to the following by hand delivered:

(a) the chambers of the Honorable Shelley C. Chapman, One Bowling Green, New York, New York 10004, Courtroom 23;

And by United States Mail, Postage Prepaid:

(b) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: William K. Harrington, Esq., Susan D. Golden, Esq., and Andrea B. Schwartz,, Esq.);

(c) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005 (Attn: Dennis F. Dunne, Esq., Wilbur F. Foster, Jr., Esq., Dennis C. O'Donnell, Esq., and Evan R. Fleck, Esq.), attorneys for the official committee of unsecured creditors;

(d) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019 (Attn: Paul V. Shalhoub, Esq., Todd G. Cosenza, Esq., and Benjamin P. McCallen, Esq.), attorneys for LBHI and certain of its affiliates; and

(e) Rollin Braswell Fisher LLC, 8350 East Crescent Parkway, Suite 100, Greenwood Village, Colorado 80111 (Attn: Michael A. Rollin, Esq. and Maritza Dominguez Braswell, Esq.)

By:

/s/ Danielle Gordon

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